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#### Contract Database Metadata Elements

Title: **Heuvelton Central School District and Heuvelton Teachers Association (2004)**

Employer Name: **Heuvelton Central School District**

Union: **Heuvelton Teachers Association**

Effective Date: **07/01/04**

Expiration Date: **06/30/11**

PERB ID Number: **5251**

Unit Size: **50**

Number of Pages: **48**

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TA\ 5251

# AGREEMENT

between

HEUVELTON TEACHERS' ASSOCIATION

and

HEUVELTON CENTRAL SCHOOL DISTRICT

**RECEIVED**

July 1, 2004 – June 30, 2011

DEC 23 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE I - RECOGNITION**

The Heuvelton Central School District as employer recognizes the Heuvelton Teachers' Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit. The bargaining unit consists of all teachers, counselors, and psychologists who hold permanent or probationary appointments by the Board of Education of the District.

## **ARTICLE II - ACADEMIC FREEDOM**

The Board of Education will guarantee to all teachers the most reasonable degree of freedom possible in using teaching methods and materials. Such methods/materials, however, must be satisfactory to the Board of Education, who is directly charged with that responsibility, and to the administrators of the school.

## **ARTICLE III - TEACHER AND ASSOCIATION RIGHTS**

- A. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of documents in it. A teacher may, at his/her request, have a representative of the Association accompany him/her during such review and such review shall take place in the confines of the Superintendent's office and in his/her presence.
- B. The Heuvelton Teachers' Association shall be guaranteed the use of school facilities and equipment if and when they are available after checking with the Superintendent or designee and submitting the appropriate forms, if requested.
- C. Teachers are encouraged to belong to appropriate professional educational organizations.
- D. A teacher involved in a disciplinary action will not be subjected to reprimand in the presence of the person other than the supervisor and/or principal unless unusual and potentially dangerous situations exist which might be hazardous to the health and welfare of anyone.
- E. Faculty members and their spouses may attend any school function sponsored by school organizations at no cost.

- F. The Association shall be responsible for explaining the contents of the contract to new teachers.

#### **ARTICLE IV - TENURE**

- A. Probationary teachers shall be informed of action taken regarding tenure by the Board of Education by March 15th in the final year of their probationary period.
- B. Performance Evaluation - To enable all teachers to be kept informed of evaluations of their teaching performance and to give them an opportunity to correct any deficiencies, the following evaluation procedure is to be utilized:
  - 1. In the case of probationary teachers at least three (3) written evaluations will be made each year with two (2) of them to be reasonably distributed during the first semester and the third one sometime during the second semester. If the evaluator feels the teacher's performance must improve in order to be recommended for tenure this shall be recorded on the evaluation report. Should it be decided that the teacher is not to be recommended for re-appointment the teacher will be informed of the basis on which such a decision was reached. If desired a teacher may request further evaluations. However, the administrator reserves the right to limit the number of additional evaluations to one (1) per month per teacher if the press of evaluation requests becomes excessive.
  - 2. The evaluations must be made by an administrator and should include strong points, weak points and suggestions for improvements.
  - 3. The teacher will be furnished with a copy of each evaluation within five (5) teaching days, unless, under unusual circumstances this is not possible. Furthermore, the teacher is obligated to arrange for a conference with the administrator regarding the evaluation as soon as possible following the observations. A copy of the evaluation, signed by both the teacher and the administrator, will be placed in the teacher's official cumulative folder located in the Chief School Officer's office. The signature indicates neither approval nor disapproval of the report. The teacher may include with this evaluation his/her own comments and perceptions regarding the evaluation. Pertinent decisions reached in the conference shall become a part of the official record. The personnel file of a teacher will be available for the teacher to review. Such review is to occur per Article III, Section A.

4. All observation of classroom teaching shall be conducted openly with full knowledge of the teacher. The Administration shall be free to observe and evaluate teacher performance in non-classroom activities at any time. If such evaluation is to become a part of the teacher's file it shall be subject to the same disclosure procedure as outlined in the above.
5. If necessary to alter a form on which the evaluation is written, a committee of three (3) teachers, appointed by the Association, and three (3) administrators will develop an appropriate form on which to record the evaluation and signatures.

- C. No probationary teacher will be disciplined, reduced in rank or compensation, deprived of professional advantage, or dismissed without reasonable (justifiable) cause, such as incompetency, insubordination, immoral conduct, failure to maintain certification, or consistent and/or willful violation of the terms, conditions, or intent of this contract. (A probationary teacher violating contractual agreements as outlined above shall be given written notice and the opportunity to reply to same. The Association President shall receive a copy of such notice and the teacher's reply.)

In the event the Board is considering the dismissal of a teacher, the teacher will receive a written warning. The teacher shall be given ten (10) school days to request a meeting with his/her supervisor and a representative from the Teachers' Association, to discuss the dismissal. Such meeting shall be held within ten (10) school days.

If the teacher remains dissatisfied with the explanation provided by the supervisor, he/she may request, within ten (10) school days, a hearing with the Board of Education, and such meeting shall be held within a reasonable period of time.

In the event the Board still decides to dismiss the teacher, he/she will be notified no later than April 15th.

## **ARTICLE V - TEACHER ASSIGNMENT AND QUALIFICATIONS**

- A. Teachers will be notified in writing of their salary, grade level and/or areas of teaching no later than one week prior to the opening of school in September except under unavoidable circumstances.
- B. A tenured teacher may voluntarily accept an assignment outside his/her area of certification.



- C. Substitute teachers, qualified or certified, when available, will be hired to replace all regular and special teachers when they are absent.
- D. All art, music, gym and driver education classes will be scheduled before school opens in September as are all other regularly scheduled classes, whenever possible.

## **ARTICLE VI - TEACHER HOURS AND TEACHER LOAD**

- A. Where a teacher's instructional load exceeds 140 students, he/she will be assigned no more than six (6) periods (either teaching or study periods) of responsibility.
- B. Every teacher shall be guaranteed a thirty (30) minute duty-free noon time lunch period as required by Section 3029 of the Education Law. Secondary teachers will be provided with a duty-free preparation period each day. Every effort will be made to guarantee elementary teachers a preparation period each day. The provisions of this Article may be altered by mutual consent of the teacher involved, the Association and the Administration.
- C.
  - 1. The hours of duty for teachers shall be from 8:00 a.m. to 2:50 p.m. Effective July 1, 2008, the hours of duty for teachers shall be from 7:52 a.m. to 3:02 p.m. Teachers will be available for after school conferences with parents or faculty meetings if requested.
  - 2. Teachers will be notified 23 hours in advance of all faculty meetings.
  - 3. Teachers will be free to leave the building during their 30 minute duty-free lunch period after informing an administrator. Special permission to leave the building for a personal errand during teacher's preparation period may be given by an administrator.

## **ARTICLE VII - CLASS SIZE AND STAFF REDUCTION**

- A. Class Size

The Board of Education and the Administration recognize that in most instances oversize classes could be detrimental to the best education of the pupils. Therefore, the Board will employ a sufficient number of faculty members so that class size will conform at least within reason, to the suggested recommendations of the New York

State Department of Education regarding this matter.

**B. Impact of Staff Reduction**

The Board of Education will notify the Teachers' Association of any intent to increase the responsibilities of any teacher by way of a reduction in staff personnel. Such notification shall be given in writing at least sixty (60) days prior to initiating any such action. The Teachers' Association, Administration, and the Board of Education shall meet for the purpose of consultation. If such meeting is desired a request must be submitted to the Board of Education no later than 15 days from the date the Board furnished notice of the intent referred to above. Such consultation meetings shall investigate the areas and curricula which can be altered or changed and still provide the maximum in educational programs to the total student population. Necessary and appropriate information needed for such consultation sessions will be furnished to all parties. As many meetings as are necessary to develop specific recommendations will be scheduled. As a result of such investigations and discussions, recommendations to the Board of Education will be made.

- C.
1. In the event there is a reduction in staff, teachers will be notified no later than April 15<sup>th</sup>.
  2. A teacher who is assigned a teaching duty under the intent of this Article, other than he/she is certified to teach, shall be given a period of two years in which to meet certification requirements.

## **ARTICLE VIII - NON-PROFESSIONAL TASKS**

The Board and the Association agree that a teacher's primary purpose is the responsibility to teach and that his/her energies should be utilized to that end. However, some extra duties may be necessary and all duties will be kept to the least number possible by the Administration.

Secretary assistance will continue to be available as it has been in the past, such as typing tests, mimeographing of tests, etc.

## **ARTICLE IX - TEACHER FACILITIES**

- A. Heuvelton Central School shall provide appropriately furnished rooms for use of the teacher and other instructional employees as a staff lounge and work area containing a desk or table, and sufficient supplies and equipment for use by all teachers or other members of the professional staff.
- B. Teachers will be responsible for all equipment assigned to them, know the operation procedures, and report all malfunctions.

## **ARTICLE X - INSURANCE**

- A. The Board of Education agrees to provide health insurance and Basic Blue Shield Dental Insurance Plan, Option 1 with student rider to age 25, for the duration of this Agreement. Effective July 1, 2008, or as soon thereafter as possible, the health insurance plan shall be a High Deductible Health Plan (Plan C) administered in part by the St. Lawrence-Lewis Counties School District Employees Medical Plan.
  - 1. Under Plan C, there can be no coordination of benefits. That is, a unit member cannot receive health insurance coverage from any other source and participate in Plan C.
  - 2. The deductible for this plan shall be \$5000 Individual/\$10,000 Family. Once these deductibles are met, the High Deductible Health Plan will be applied to any additional claims.
  - 3. For active and retired unit members under the age of 65, Heuvelton C.S.D.'s contributions to the Health Savings Account portion of the deductible shall be \$1500 for individual coverage and \$3000 for family coverage. The remaining portion of the deductible amount shall be in the form of a Health Reimbursement Arrangement. (HSA is only available if the enrollee is under 65 for entire plan year; further, if enrollee's spouse is 65 or over, only an individual HSA is available.)
  - 4. For active and retired unit members age 65 and older, the District will be responsible for funding a \$5000 Individual/\$10,000 Family Health Reimbursement Arrangement each year.

5. For active and retired unit members, at the end of each plan year, 5% of the enrollee's remaining HRA portion of the deductible will be converted to that enrollee's HRA limited flexible spending plan. The HRA limited flexible spending plan can only be used for dental and/or optical expenses.
- B. The Life Insurance Plan will also be continued by the Board of Education plus the opportunity to convert to ordinary life. The Board of Education and teachers will each pay their share as set forth by the insurance policy.
- C. Full dependent coverage costs will be assumed by the Board of Education for all full time unit members. Those who are employed less than full time but at least half time will be afforded individual health and dental coverage with the option to purchase additional dependent coverage.
- D. The Board of Education will provide a group for teachers who retired prior to June of 1989 so they (teachers) may purchase health insurance at group rates.
- E. The Board agrees to continue until changed by mutual agreement the health insurance benefits in effect. This health insurance provision extends beyond the term of the contract and shall be subject to arbitration should any dispute arise concerning such.
- F. Insurance - Retirees: Health insurance will be provided for all teachers who retire after June 1, 1989, and are at least within one year of being 55 years old, with at least twenty (20) years of credited service with the District (teaching service at another district will be credited on a two-for-one basis).
  1. Retirement must be confirmed with the Administration and Board of Education prior to June 30<sup>th</sup>. Consideration will be given by the Board of Education in situations due to unforeseen circumstances that might warrant retirement at a different time than at the end of the year on a case by case basis.
  2. Payments for insurance for retired teachers will be made as follows:
    - a. The District will pay 100% of the teacher's insurance premium and 50% of the dependent coverage premium.
    - b. Unused sick days may be used at the rate of \$50.00 per day to cover the 50% dependent coverage cost by the employee until such time as the credited sick leave payment is exhausted.

- c. In the case where teachers may be lacking in sick days for credit towards the payment of their insurance premium, they may apply to the sick leave pool for the consideration of a donation from that pool to be used as credit towards their premium.
- d. In the event that a retiring teacher who meets the aforementioned criteria wishes to waive, for life, his or her right to dependent coverage and so notifies the District by letter prior to December 15<sup>th</sup> of the year in which he or she retires, the teacher will then be compensated for any unused sick days at the rate of thirty-five dollars (\$35) per day (effective July 1, 2008 at the per diem certified substitute teacher rate), payable in the month of July following the effective date of retirement.

## **ARTICLE XI - LEAVES**

### **A. Sick Leave**

- 1. Twelve (12) days sick leave with full pay, earned at the rate of 1.2 days per month, will be granted each school year accumulative to 180 days. Additional unpaid leave may be available under the Family and Medical Leave Act of 1993.
  - a. Teachers with no accumulated sick leave may draw sick leave against the days they may possibly earn in the current school year. Unearned sick days will be deducted from the teacher's final check.
  - b. After a teacher has reached a maximum 180 days accumulated sick leave the following procedure will be applied: \$35.00 per day will be awarded the teacher for any unused sick days accumulated over the 180 maximum in the year in which the additional day or days occur. The payment for these days will be made with the final June check.

### **B. Personal Leave**

- 1. Death in the immediate family (spouse, parent, child, sibling, father-in-law or mother-in-law, grandparent, or anyone living under the same roof): Authorized absences will be granted at full pay with no accumulation toward sick leave for a period not to exceed five (5) days unless there are extenuating circumstances, and with the approval of the Superintendent.

2. Personal Days: Every teacher shall be guaranteed three (3) personal days per year at full pay which will not be deducted from sick leave. If personal days are not used, they will be added to the accumulated sick leave. At least two days notice must be given for personal days except in the emergency situations. Personal days may be used thus:
  - a. legal or court or personal business problems;
  - b. to attend a funeral of a person whose prior personal relationship might warrant such attendance;
  - c. required religious services not offered at any other time except during school hours;
  - d. honor ceremonies, college graduation, special awards or citations;
  - e. family sickness.
3. Professional Visitation Days: Two (2) days - approved by the District Superintendent to visit approved classrooms in the immediate area which would be a learning situation for the teacher.

C. Jury Duty

Time granted is not considered personal leave and no salary will be deducted. Fees received for such duty will be funded to the District.

D. Parental Leave

1. Under the Family and Medical Leave Act of 1993, an employee is entitled up to twelve (12) weeks of unpaid, job-protected leave to care for the employee's child after birth, or placement for adoption or foster care. Beyond that twelve (12) week period, an employee who so requests will be granted additional childcare leave, with total leave not to exceed two (2) years. For the purpose of this Article, a year is deemed as July 1 to June 30.

District paid health insurance benefits under Parental leave as deemed in paragraph one of this subsection will be continued for a period not to exceed six (6) months.

2. Time spent on parental leave will not count toward tenure for probationary unit members.
3. A unit member who teaches at least one-half year in the year the parental leave is taken shall have fulfilled the requirements for a year's service for the purpose of advancement on the salary schedule. Any other time spent on parental leave shall not be credited for salary schedule purposes.
4. Unit members shall notify the Superintendent in writing of the desire to take such leave and of the length of the leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which the leave is to begin.
5. A unit member who is on parental leave can return to work only at the commencement of an academic quarter or at a time mutually agreed to by the teacher and administration.

**E. Sabbatical Leave**

1. May be granted to a full time professional employee who has completed seven (7) consecutive years of satisfactory service in the School District.
2. No more than two (2) sabbatical leaves for each 50 full time teaching employees could be granted during a single school year, excluding administrators.
3. Applications must be made in writing by January 1, eight months prior to the September when the sabbatical is to become effective.
4. Approval for such leave will be granted by the Board of Education with the advice of the Administration.
5. This leave may be taken for one (1) year at one-half pay or one-half year at full pay. This time is to be counted for salary purposes as though teachers were in service.
6. Personnel granted sabbatical leave are expected to return and serve the School District for a minimum of two years. If a person desires not to return, the full remunerative restitution of salary received must be made to the School District immediately upon resignation. Teachers will be required to sign a note for the

amount of the salary to be paid.

F. Leave of Absence

Leaves of absence without pay or insurance benefits may be granted for a period not to exceed two (2) years for professional study, travel, or other approved reasons. If teachers wish to continue any or all insurance coverage, they may at their own expense. Time spent on a leave of absence shall not be credited to a teacher for the purpose of advancement on the salary schedule unless the leave is granted for approved study and/or for reasons that directly benefit the District's educational program as determined by the Superintendent.

G. Leaves

1. Each teacher who expects to be absent from duty must notify the designated Administrator so that the time is available for calling a substitute. Such notification, if possible, should be made by 6:30 a.m.
2. All substitutes shall be called by the Administration.

H. Sick Leave Pool

1. Eligibility to Join
  - a. Any teacher, after three years of service, will be eligible to join the sick leave pool.
2. Application
  - a. Teachers having served three years in the School District may elect to join the sick leave pool in the fourth year. Such teachers must apply on a form provided by the Clerk of the Board, and must turn it in to the Clerk before the end of the second pay period in September.
  - b. In order to enter the sick leave pool, the teacher who elects to delay entering will have to donate the same number of days as has been donated by a teacher who joined the sick leave pool at the time of the first opportunity. Example: A fourth year teacher decides not to join but changes his/her mind in the sixth year. He/She will have to make the initial donation of three days, plus two days each for the fifth and sixth years.



- c. The initial donation will be three days. To remain a member each teacher shall donate two (2) days per year. Beginning in the 2000/2001 school year, teachers who have contributed to the sick leave pool for the past five (5) consecutive years will be exempt from contribution. In the event that the sick pool falls below the level of four hundred (400) days total, this exemption will be temporarily suspended until such time that the sick leave pool is again at the one thousand (1,000) days total level.
- d. Any teacher who joins the sick leave pool will remain a member until he/she notifies the Clerk of the Board in writing that he/she no longer wishes to participate.
  - 1. Any teacher withdrawing from the sick leave pool, or who resigns or retires, will not be eligible to withdraw days donated. These days will remain in the sick leave pool.
- e. The District Clerk will publish the official list of the individual members of the sick leave pool and will be charged with all the bookkeeping involved with the sick leave pool.

### 3. Use

A Cooperative Review Board, consisting of one member of the Board of Education, the Superintendent, two members of the Teachers' Association (one elementary and one high school teacher) and a mutually agreed upon fifth person, will determine the eligibility of the teacher for use of the sick leave pool with reference to the following criteria:

- a. To be eligible for the sick leave pool:
  - 1. The teacher must have exhausted his/her sick leave;
  - 2. The teacher must meet with the Cooperative Review Board if necessary, at their convenience, to determine whether such application will be approved;
  - 3. The teacher must apply in writing to the Cooperative Review Board for the use of the reserve sick days.
- b. The Cooperative Review Board may grant, as a maximum, the following benefits to members eligible to participate.

After 3 years of service	30 days
After 4 years of service	50 days
After 5 years of service	75 days
After 6 years of service	105 days
After 7 years of service	140 days
More than 7 years of service	180 days

c. The teacher making request for use of the sick leave pool shall submit such information as the Cooperative Review Board shall request. The decision of the Cooperative Review Board will be rendered in writing, one copy sent to the teacher, one copy going in the teacher's file, and a third copy to be kept on file in the office of the Clerk of the Board.

1. The decision of the Cooperative Review Board shall be final and binding and is not grievable.

d. The teacher who has participated in the sick leave pool and has used the maximum for which he/she is eligible, may continue to draw benefits from the sick leave pool under extenuating circumstances upon recommendation of the Cooperative Review Board and the approval of the Board of Education.

e. All sick days donated will be donated by members of the sick leave pool only.

#### 4. Restrictions

a. The sick leave pool shall not be available for use in case of family illness, or if more than fifty percent of the accumulated sick leave has been exhausted for family illness.

b. Until such time as a teacher elects to join the sick leave pool, should he/she become ill, he/she will not be eligible to draw from the sick leave pool.

c. The sick leave pool is to be used only for illness or disability resulting in long-term continuous absence.

#### 5. Miscellaneous Provisions

a. In the event that the number of sick days in the sick leave pool falls below

100 days, each participating teacher will donate one extra day.

- b. When an individual has drawn the maximum entitlement from the sick leave pool and returns to duty, the individual would be eligible to draw again from the sick leave pool as though he/she were a fourth year teacher.

## **ARTICLE XII - ASSOCIATION CONFERENCES**

Teachers who are designated by the Association to attend conferences of the New York State United Teachers or the American Federation of Teachers shall be granted such leave as is necessary in order to discharge their obligations as delegates to such conferences. Such leave shall not be charged against sick leave. The above is not intended for purposes of negotiations or grievance workshops. The Association President shall notify the Superintendent as least ten (10) days prior to such leave. The notice shall state the names of the teachers who are designated by the Association to attend the conference. No more than two teachers may take Association conference leave on any given day; however, the District shall pay the salary of one teacher only.

## **ARTICLE XIII - PROFESSIONAL CONFERENCES**

Teachers may be excused to attend educational visitations, conferences, trips or meetings without loss of salary or charge against sick leave, provided that the principal approves such absences in advance.

Educational visitations, conferences, trips or meetings for which teachers accept reimbursement for necessary expenses must be approved in advance. Requests for reimbursement for transportation by personal automobile will be made at the current Federal rate.

Also, a report shall be made in writing to the Administration following the conference. An oral report shall be made to all members of that department within a reasonable period after the teacher returns to the classroom.

1. Each teacher limited to one (1) major conference per year.
2. Registration fee is reimbursable.
3. Food not over \$20.00 per day except at official banquets or luncheons.

4. Lodging at conference rate.
5. Board of Education reserves the right to limit number of vehicles reimbursed.
6. Local conferences such as Northern Zone Meeting, North Country Study Council, etc., would not be reimbursable.

## **ARTICLE XIV - DUES DEDUCTION**

- A. The Board of Education of the Heuvelton Central School agrees to deduct from salaries of the employees, dues for the Heuvelton Teachers' Association which shall be affiliated with the State and National Associations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the local Association Treasurer. Teacher authorizations shall be in writing in the form set forth following this Article. The authorizations shall remain in effect until the teacher notifies the business office to the contrary.
- B. The Association named in Section A above shall certify to the Board in writing the current rate of its membership dues. Any change in dues will be related to the Board thirty (30) days prior to the effective date of the change.
- C. Deductions referred to in Section A above shall be made in the following manner:

The total annual membership dues for the designated professional association certified as mentioned above, shall be deducted in equal installments from each check beginning with the second pay period in September. No later than two weeks prior to the second pay period in September, the Association shall:

  1. Provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section A above, and forward at the same time to the local Association Treasurer handling respective Association dues a list of the members and their addresses who have elected payroll deduction for Association dues.
- D. The Board of Education shall, following each pay period for which dues deduction is made, transmit the amount of deduction to the Heuvelton Teachers' Association Treasurer.

- E. Whereas, the Heuvelton Teachers' Association is the sole bargaining agent for all teachers hired at the Heuvelton Central School and whereas benefits both personal and educational are afforded such teachers, it is expected that all teachers will be active, dues paying members of the Heuvelton Teachers' Association and its affiliates.

However, if a teacher, for personal reasons, chooses not to be an active, dues paying member, he/she shall pay an agency fee in an amount equal to the dues paid by an active, dues paying member.

Such fee shall be subject to the same procedure of payroll deduction as dues except that the employee's signature will not be required for agency fee payroll deduction.

Nonmembers may petition the President of the Heuvelton Teachers' Association and the Treasurer if he/she feel that his/her dues have been used for activities of a political or ideological nature to which he/she does not wish to contribute.

## DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

PLEASE PRINT

Last Name	First Name	Initial
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School Building
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Address
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**TO: BOARD OF EDUCATION OF HEUVELTON CENTRAL SCHOOL**

I hereby authorize you, according to arrangements agreed upon by the Heuvelton Teachers' Association as my representative for the purpose of collective negotiations, to deduct from my salary and transmit to the Treasurer of the Heuvelton Teachers' Association, claim to said monies so deducted and transmitted in accordance with authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between September 1 and September 15 of any given year.

Dues for Heuvelton Teachers' Association as affiliated with the State and National Associations: \$\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**ARTICLE XV - PAYROLL POLICY**

Payroll checks will be distributed every other week beginning with the second Friday past Labor Day in September. In instances where the normal pay day falls during a week's vacation, teachers will have the option of picking up the check on Friday or having it mailed.

All teachers will be paid on a ten-month basis and will have the option of having one twenty-fourth of each check withheld to be paid to said teacher on the last pay day in June. Teachers electing the option must do so on forms provided by the Business Office at least five (5) days prior to the first scheduled pay day in September. The final pay check in June will be given after all required reports and other pertinent data have been received into the offices of the Superintendent or Building Administrator and meet with their approval.

**ARTICLE XVI - EXTRA-CURRICULAR ACTIVITIES**

- A. Assignment to extra-curricular duties will be continued on the same equitable basis of distribution as in the past. See ARTICLE XVI (E) for pay scale.
  
- B. The School District agrees to hold teachers harmless from any financial loss, including reasonable attorneys' fees arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such teachers, provided that the teacher, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his /her employment or under the direction of the School District. This shall include financial loss resulting to a teacher from taking students on trips authorized by the Administration and the Board of Education of the School District, provided the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

C. Summer Programs:

- |                       |                   |
|-----------------------|-------------------|
| 1. Summer Music       | Four Weeks Salary |
| 2. Summer Agriculture | Four Weeks Salary |

D. In the event of the creation of a new extra-curricular activity by the District, both parties will collectively bargain the terms and conditions of the position.

In the event a bargaining unit member proposes the creation of a new extra-curricular activity, the member will first review the proposal with the Building Principal. If the Building Principal concurs in the establishment of the activity, the proposal will be sent to the Board of Education for formal action.

If the Board approves the activity, during the first year of the activity's existence the advisor shall keep records of the number of students participating and the number of meetings held, and shall also develop specific objectives for the ongoing activity.

At the conclusion of the school year, if the activity has proven satisfactory, the Association and the District will collectively bargain the appropriate pay rate. Upon approval by the Board of Education, payment will be made retroactively for the first year of its existence and the activity will be added to the collective bargaining agreement. No retroactive payment will be made if the position is not approved by the Board.

D. The Administration and Board of Education have the right to require any physical education teacher hired after June 1989 to coach sports.

E. Pay scale for extra-curricular activities as follows:

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Senior Class (two advisors)	2,392	2,392	2,392	2,392	2,512	2,637	2,769
Junior Class (two advisors)	1,872	1,872	1,872	1,872	1,966	2,064	2,167
Sophomore Class	936	936	936	936	983	1,032	1,084
Freshman Class	832	832	832	832	874	917	963
School Newspaper (five issues per year)	988	988	988	988	1,037	1,089	1,144
Cheerleading	Same as JV Basketball Step 1						
Yearbook	2,704	2,704	2,704	2,704	2,839	2,981	3,130
Jazz Band	2,704	2,704	2,704	2,704	2,839	2,981	3,130
High School Play or Musical (per production based on board approval)	1,612	1,612	1,612	1,612	1,693	1,777	1,866
Chaperoning Basketball Games*							
(home games)	26	26	26	26	27	29	30
(away games)	31	31	31	31	33	34	36
Varsity & JV Basketball/Scorebook Keeper/Clock Keeper*							
(home game - both games)	26	26	26	26	27	29	30
(away game - both games)	31	31	31	31	33	34	36
Whiz Quiz	728	728	728	728	764	803	843
Student Council	988	988	988	988	1,037	1,089	1,144
Honor Society	988	988	988	988	1,037	1,089	1,144
French Club	728	728	728	728	764	803	843
Latin Club	728	728	728	728	764	803	843
Art Club	728	728	728	728	764	803	843
Mock Trial (two advisors)	1,449	1,449	1,449	1,449	1,521	1,598	1,677
Select Chorus	2,704	2,704	2,704	2,704	2,839	2,981	3,130
Web Page Advisor	728	728	728	728	764	803	843
Chess Club	728	728	728	728	764	803	843
Math Club	728	728	728	728	764	803	843
Marching Band (twirlers, color party)	2,704	2,704	2,704	2,704	2,839	2,981	3,130

\*This amount will be doubled for any individual who supervises at least 70% of those games occurring at home and away in a particular level in a particular season.



**SALARY SCHEDULE  
2004/2005**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Basketball</b>										
B&G Varsity	\$2,600	\$2,808	\$3,016	\$3,224	\$3,432	\$3,640	\$3,848	\$3,952	\$4,160	\$4,368
B&G Jr. Varsity	\$2,184	\$2,288	\$2,392	\$2,496	\$2,600	\$2,704	\$2,808	\$2,808	\$2,912	\$3,016
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
B&G 5-6	\$936	\$1,040	\$1,040	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Lacrosse</b>										
Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Golf</b>										
	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952

**SALARY SCHEDULE  
2005/2006**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Basketball</b>										
B&G Varsity	\$2,600	\$2,808	\$3,016	\$3,224	\$3,432	\$3,640	\$3,848	\$3,952	\$4,160	\$4,368
B&G Jr. Varsity	\$2,184	\$2,288	\$2,392	\$2,496	\$2,600	\$2,704	\$2,808	\$2,808	\$2,912	\$3,016
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
B&G 5-6	\$936	\$1,040	\$1,040	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Lacrosse</b>										
Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Golf</b>										
	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952

**SALARY SCHEDULE  
2006/2007**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Basketball</b>										
B&G Varsity	\$2,600	\$2,808	\$3,016	\$3,224	\$3,432	\$3,640	\$3,848	\$3,952	\$4,160	\$4,368
B&G Jr. Varsity	\$2,184	\$2,288	\$2,392	\$2,496	\$2,600	\$2,704	\$2,808	\$2,808	\$2,912	\$3,016
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
B&G 5-6	\$936	\$1,040	\$1,040	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Lacrosse</b>										
Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Golf</b>										
	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952

**SALARY SCHEDULE  
2007/2008**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Basketball</b>										
B&G Varsity	\$2,600	\$2,808	\$3,016	\$3,224	\$3,432	\$3,640	\$3,848	\$3,952	\$4,160	\$4,368
B&G Jr. Varsity	\$2,184	\$2,288	\$2,392	\$2,496	\$2,600	\$2,704	\$2,808	\$2,808	\$2,912	\$3,016
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
B&G 5-6	\$936	\$1,040	\$1,040	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
B&G Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Lacrosse</b>										
Varsity	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952
Modified	\$1,664	\$1,768	\$1,872	\$1,976	\$2,080	\$2,184	\$2,288	\$2,288	\$2,392	\$2,496
<b>Golf</b>										
	\$2,080	\$2,288	\$2,496	\$2,704	\$3,016	\$3,224	\$3,432	\$3,536	\$3,744	\$3,952

**SALARY SCHEDULE  
2008/2009**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,184	\$2,402	\$2,621	\$2,839	\$3,167	\$3,385	\$3,604	\$3,713	\$3,931	\$4,150
B&G Modified	\$1,747	\$1,856	\$1,966	\$2,075	\$2,184	\$2,293	\$2,402	\$2,402	\$2,512	\$2,621
<b>Basketball</b>										
B&G Varsity	\$2,730	\$2,948	\$3,167	\$3,385	\$3,604	\$3,822	\$4,040	\$4,150	\$4,368	\$4,586
B&G Jr. Varsity	\$2,293	\$2,402	\$2,512	\$2,621	\$2,730	\$2,839	\$2,948	\$2,948	\$3,058	\$3,167
B&G Modified	\$1,747	\$1,856	\$1,966	\$2,075	\$2,184	\$2,293	\$2,402	\$2,402	\$2,512	\$2,621
B&G 5-6	\$983	\$1,092	\$1,092	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,184	\$2,402	\$2,621	\$2,839	\$3,167	\$3,385	\$3,604	\$3,713	\$3,931	\$4,150
B&G Modified	\$1,747	\$1,856	\$1,966	\$2,075	\$2,184	\$2,293	\$2,402	\$2,402	\$2,512	\$2,621
<b>Lacrosse</b>										
Varsity	\$2,184	\$2,402	\$2,621	\$2,839	\$3,167	\$3,385	\$3,604	\$3,713	\$3,931	\$4,150
Modified	\$1,747	\$1,856	\$1,966	\$2,075	\$2,184	\$2,293	\$2,402	\$2,402	\$2,512	\$2,621
<b>Golf</b>										
	\$2,184	\$2,402	\$2,621	\$2,839	\$3,167	\$3,385	\$3,604	\$3,713	\$3,931	\$4,150

**SALARY SCHEDULE  
2009/2010**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,293	\$2,523	\$2,752	\$2,981	\$3,325	\$3,554	\$3,784	\$3,898	\$4,128	\$4,357
B&G Modified	\$1,835	\$1,949	\$2,064	\$2,179	\$2,293	\$2,408	\$2,523	\$2,523	\$2,637	\$2,752
<b>Basketball</b>										
B&G Varsity	\$2,867	\$3,096	\$3,325	\$3,554	\$3,784	\$4,013	\$4,242	\$4,357	\$4,586	\$4,816
B&G Jr. Varsity	\$2,408	\$2,523	\$2,637	\$2,752	\$2,867	\$2,981	\$3,096	\$3,096	\$3,210	\$3,325
B&G Modified	\$1,835	\$1,949	\$2,064	\$2,179	\$2,293	\$2,408	\$2,523	\$2,523	\$2,637	\$2,752
B&G 5-6	\$1,032	\$1,147	\$1,147	\$1,376	\$1,376	\$1,376	\$1,376	\$1,376	\$1,376	\$1,376
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,293	\$2,523	\$2,752	\$2,981	\$3,325	\$3,554	\$3,784	\$3,898	\$4,128	\$4,357
B&G Modified	\$1,835	\$1,949	\$2,064	\$2,179	\$2,293	\$2,408	\$2,523	\$2,523	\$2,637	\$2,752
<b>Lacrosse</b>										
Varsity	\$2,293	\$2,523	\$2,752	\$2,981	\$3,325	\$3,554	\$3,784	\$3,898	\$4,128	\$4,357
Modified	\$1,835	\$1,949	\$2,064	\$2,179	\$2,293	\$2,408	\$2,523	\$2,523	\$2,637	\$2,752
<b>Golf</b>	\$2,293	\$2,523	\$2,752	\$2,981	\$3,325	\$3,554	\$3,784	\$3,898	\$4,128	\$4,357

**SALARY SCHEDULE  
2010/2011**

	<b>1 - 2 years</b>	<b>3 - 4 years</b>	<b>5 - 6 years</b>	<b>7 - 8 years</b>	<b>9 - 10 years</b>	<b>11 - 12 years</b>	<b>13 - 14 years</b>	<b>15 - 16 years</b>	<b>17 - 18 years</b>	<b>19 - 20 years</b>
<b>Soccer</b>										
B&G Varsity	\$2,408	\$2,649	\$2,889	\$3,130	\$3,491	\$3,732	\$3,973	\$4,093	\$4,334	\$4,575
B&G Modified	\$1,926	\$2,047	\$2,167	\$2,287	\$2,408	\$2,528	\$2,649	\$2,649	\$2,769	\$2,889
<b>Basketball</b>										
B&G Varsity	\$3,010	\$3,251	\$3,491	\$3,732	\$3,973	\$4,214	\$4,455	\$4,575	\$4,816	\$5,057
B&G Jr. Varsity	\$2,528	\$2,649	\$2,769	\$2,889	\$3,010	\$3,130	\$3,251	\$3,251	\$3,371	\$3,491
B&G Modified	\$1,926	\$2,047	\$2,167	\$2,287	\$2,408	\$2,528	\$2,649	\$2,649	\$2,769	\$2,889
B&G 5-6	\$1,084	\$1,204	\$1,204	\$1,445	\$1,445	\$1,445	\$1,445	\$1,445	\$1,445	\$1,445
<b>Baseball &amp; Softball</b>										
B&G Varsity	\$2,408	\$2,649	\$2,889	\$3,130	\$3,491	\$3,732	\$3,973	\$4,093	\$4,334	\$4,575
B&G Modified	\$1,926	\$2,047	\$2,167	\$2,287	\$2,408	\$2,528	\$2,649	\$2,649	\$2,769	\$2,889
<b>Lacrosse</b>										
Varsity	\$2,408	\$2,649	\$2,889	\$3,130	\$3,491	\$3,732	\$3,973	\$4,093	\$4,334	\$4,575
Modified	\$1,926	\$2,047	\$2,167	\$2,287	\$2,408	\$2,528	\$2,649	\$2,649	\$2,769	\$2,889
<b>Golf</b>										
	\$2,408	\$2,649	\$2,889	\$3,130	\$3,491	\$3,732	\$3,973	\$4,093	\$4,334	\$4,575

## **ARTICLE XVII - TAX SHELTER ANNUITIES**

Teachers may participate in tax shelter annuities programs. The cost of administering the program, if any, shall be borne by the Board.

## **ARTICLE XVIII - IN-SERVICE COURSES**

The Board and the Teachers' Association recognize that the changing curriculum requires an updating of teaching content and procedures. Therefore, the Board will provide opportunity and finance for in-service courses. Such courses shall be mutually agreed upon by both the Administration and the H.T.A. In-Service Committee. All teachers in the particular area shall participate in the in-service course, unless there are extenuating circumstances approved by the Administration and the teacher involved.

## **ARTICLE XIX - SCHOOL CALENDAR**

Each year representatives of the Association will meet with the Superintendent to recommend a school calendar to the Board of Cooperative Services for their consideration.

## **ARTICLE XX - MISCELLANEOUS PROVISIONS**

The Agreement, and all of the terms and conditions herein set forth, shall remain in effect until altered, amended or changed by mutual agreement in writing by and between the Board of the Heuvelton Central School and the Heuvelton Teachers' Association or until superseded by a successor agreement.

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this grievance procedure shall be to settle equitably and informally, if possible at the lowest possible administrative level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.



## B. Definition of a Grievance

1. A grievance is a complaint by a teacher or a group of teachers based upon an alleged violation or a variation from the provisions of this Agreement or the interpretation and application thereof.
2. Management grievance: It is recognized by the Heuvelton Teachers' Association that the Board and/or Administration may utilize the afore-defined grievance procedure in the following prescribed manner in instances of alleged violations of terms of this contract by the Heuvelton Teachers' Association and/or official representatives.

The District may utilize the following procedure upon an alleged violation of this Agreement by the Association and/or its officer acting in their capacity:

- a. The District may within ten (10) working days of the date of a grievable situation present a grievance in writing to the Association President. Within ten (10) days a meeting shall be arranged between the District and officials of the Association. Witnesses to both sides of the dispute and witnesses to discuss the grievance with the Association shall reply in writing to the grievance within ten (10) working days. If there is no satisfactory solution to the complaint of the District, the District may process the grievance in accordance with the grievance procedure, beginning at Step 5.

## C. Steps in Resolving a Grievance

1. The teacher will attempt to settle an alleged grievance with his/her immediate supervisor through discussion.
2. In the event that Step 1 is unsuccessful in resolving the grievance the teacher may file a written grievance on a form supplied by the Heuvelton Teachers' (local) Association. The form shall be filed on three copies as follows: One (1) copy for the teacher, one (1) copy for the local Association and one (1) copy for the immediate supervisor. A written grievance shall be filed as soon as possible but in no event later than twenty (20) teaching days after the occurrence of the fact giving rise to the grievance or notice of such facts to the teacher, whichever is later. Within three (3) teaching days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved teacher, and the local Association representative to attempt to resolve the grievance.
3. In the event that Step II is unsuccessful in resolving the grievance, the local

Association may file a written grievance to the Superintendent within the ten (10) teaching days after the failure of Step II. The Superintendent shall render a decision in writing to teacher and Association within five (5) teaching days following the conclusion of the decision.

4. In the event that Step III is unsuccessful, the local Association will file an appeal in writing to the Board of Education within ten (10) teaching days of receiving a decision of Step III. Within ten (10) teaching days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. Within five (5) teaching days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

#### 5. Binding Arbitration

In the event the grievance is not satisfactorily settled at the conclusion of Step IV the Association may, within fifteen (15) days, request a grievance be submitted to binding arbitration. The arbitrator's decision(s) shall be binding on the parties involved.

Within fifteen (15) school days, after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his/her decision no later than fifteen (15) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth findings in fact, reasoning and conclusions on the issues.

The arbitrator shall have no power or authority to make any decision which would require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to make any decision other than to grievances based upon specific items contained in the negotiated Agreement. His/Her authority shall be strictly limited to decisions based on the interpretation of the terms of the negotiated Agreement.

The cost for the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

GRIEVANCE FORM

Date \_\_\_\_\_

Employee Name \_\_\_\_\_

Subject or Grade \_\_\_\_\_

Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Settlement Desired \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Signed \_\_\_\_\_  
Employee

Signed \_\_\_\_\_  
Per the Association

Superintendent's Reply \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Date \_\_\_\_\_

Signed \_\_\_\_\_  
Superintendent

Fill out in triplicate

- 1) Supervisor
- 2) Local Association
- 3) Employee's Copy

## **ARTICLE XXII - PROMOTIONS**

Faculty members of the Heuvelton Central School having the professional certification will be given first notification of all available professional positions in the school system. Positions should be announced to the faculty as they become available.

## **ARTICLE XXIII - PROFESSIONAL STUDY COMMITTEES**

- A. By mutual consent, joint professional study committees may be established as required, to be composed of members selected by the Board, Administration and the Association.
- B. The purpose of such committees shall be to investigate areas and topics related to improvement in growth of education in Heuvelton and recommendations made by such committees shall be considered by the Board in making its decisions in such matters. An agenda will be presented to each committee five (5) days prior to the meeting.
- C. Necessary clerical expenses of such committees shall be borne by the District.

## **ARTICLE XXIV - PERSONAL INJURY BENEFITS**

When a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, full salary (less the amount of Workers' Compensation award made for temporary disability due to said injury) shall be paid for the period of such absence, and no part of such absence shall be charged to his/her annual accumulated sick leave. Payments would be limited to disability period established by Workers' Compensation not to exceed six (6) weeks. The Board reserves the right to require a teacher to

sign a notarized statement validating that the accident or assault was job related.

## **ARTICLE XXV - SALARY**

Unit salary increases (inclusive of increment):

2004/2005 – 4%;  
2005/2006 – 4%;  
2006/2007 – 4%;  
2007/2008 – 5%;  
2008/2009 – 5%;  
2009/2010 – 5%;  
2010/2011 – 5%.

Salary schedules follow; off-step unit members will receive percentage increases as noted above.

**SALARY SCHEDULE  
2004/2005**

<b>Step</b>	<b>A-1 BS</b>	<b>A-2 BS+15</b>	<b>A-3 BS+30</b>	<b>B MA</b>	<b>B-1 MA+15 BS+45</b>	<b>B-2 MA+30 BS+60</b>	<b>B-3 MA+45 BS+75</b>	<b>B-4 MA+60 BS+90</b>
1	32031	32383	33022	33462	34101	34741	35381	36020
2	33259	33328	33992	34450	35115	35780	36446	37110
3	33364	34029	34693	35151	35816	36481	37147	37811
4	33476	34772	35437	35895	36559	37224	37889	38554
5	34849	35515	36180	36636	37302	37966	38632	39296
6	35592	36256	36922	37379	38044	38710	39374	40039
7	36336	37000	37665	38122	38787	39451	40117	40783
8	37077	37743	38407	38864	39529	40195	40860	41525
9	37820	38485	39151	39607	40272	40938	41602	42267
10	38563	39228	39892	40350	41014	41681	42346	43010
11	39306	39970	40636	41094	41758	42423	43087	43753
12	40048	40713	41378	41835	42501	43165	43831	44495
13	40791	41455	42122	42578	43243	43909	44573	45238
14	41534	42199	42864	43321	43986	44650	45315	45982
15	42448	43112	43778	44235	44900	45564	46230	46895
16	43476	44141	44806	45264	45978	46721	47464	48207
17	44504	45169	45835	46292	46983	47783	48468	49211
18	45533	46276	46940	47398	48123	48924	49608	50351
19	46590	47390	48064	48521	49320	50121	50785	51500
20	47647	48446	49246	49704	50503	51303	51967	52682
21	48675	49475	50275	50731	51532	52331	52995	53711
22	49704	50503	51303	51760	52561	53359	54160	54948
23	50731	51532	52331	52788	53600	54399	55231	55980
24	51760	52561	53359	53817	54649	55449	56281	57007
25	53017	53817	54653	55110	55926	56726	57526	58240
26	54273	55073	55930	56388	57188	57987	58788	59500
27	55530	56228	57085	57542	58341	59142	59940	60655
28	56902	57702	58558	59016	59816	60615	61415	62129

# SALARY SCHEDULE 2005/2006

Step	A-1 BS	A-2 BS+15	A-3 BS+30	B MA	B-1 MA+15 BS+45	B-2 MA+30 BS+60	B-3 MA+45 BS+75	B-4 MA+60 BS+90
1	32645	32855	33507	33956	34608	35261	35913	36565
2	33312	33678	34343	34800	35465	36131	36796	37461
3	34590	34661	35352	35828	36519	37211	37904	38595
4	34699	35390	36081	36557	37248	37940	38633	39324
5	34815	36163	36854	37330	38021	38713	39405	40096
6	36243	36936	37627	38102	38794	39485	40177	40868
7	37016	37707	38399	38874	39566	40258	40949	41641
8	37789	38480	39171	39647	40338	41029	41722	42414
9	38560	39252	39943	40418	41111	41803	42494	43186
10	39332	40025	40717	41192	41883	42575	43266	43957
11	40106	40797	41488	41964	42655	43348	44040	44731
12	40878	41569	42261	42737	43428	44120	44811	45503
13	41650	42341	43034	43508	44201	44892	45584	46275
14	42423	43114	43807	44281	44973	45665	46356	47047
15	43196	43887	44578	45054	45745	46436	47127	47821
16	44146	44837	45529	46005	46696	47387	48079	48770
17	45215	45906	46599	47074	47818	48590	49362	50135
18	46284	46976	47668	48144	48862	49694	50407	51179
19	47355	48127	48818	49294	50048	50881	51592	52365
20	48454	49285	49986	50462	51293	52126	52817	53560
21	49552	50384	51216	51692	52524	53355	54045	54790
22	50622	51454	52286	52760	53593	54424	55115	55859
23	51692	52524	53355	53830	54663	55494	56326	57146
24	52760	53593	54424	54900	55744	56575	57441	58219
25	53830	54663	55494	55970	56835	57667	58532	59287
26	55138	55970	56839	57314	58163	58995	59827	60570
27	56444	57276	58167	58643	59475	60307	61140	61880
28	57751	58477	59368	59844	60675	61507	62338	63081

**SALARY SCHEDULE  
2006/2007**

<b>Step</b>	<b>A-1 BS</b>	<b>A-2 BS+15</b>	<b>A-3 BS+30</b>	<b>B MA</b>	<b>B-1 MA+15 BS+45</b>	<b>B-2 MA+30 BS+60</b>	<b>B-3 MA+45 BS+75</b>	<b>B-4 MA+60 BS+90</b>
1	32978	33267	33925	34378	35036	35696	36355	37013
2	33951	34170	34847	35314	35992	36671	37350	38028
3	34644	35025	35717	36192	36884	37576	38268	38959
4	35973	36047	36766	37261	37980	38700	39420	40139
5	36087	36806	37524	38019	38738	39458	40178	40897
6	36207	37610	38329	38824	39542	40261	40981	41700
7	37693	38413	39132	39626	40345	41064	41784	42503
8	38496	39215	39935	40429	41149	41869	42587	43306
9	39300	40019	40738	41233	41952	42671	43391	44110
10	40103	40822	41541	42035	42755	43475	44194	44914
11	40906	41626	42346	42839	43558	44278	44997	45716
12	41710	42429	43148	43642	44361	45082	45801	46520
13	42513	43232	43952	44447	45166	45884	46603	47323
14	43316	44035	44755	45249	45969	46687	47407	48126
15	44119	44838	45559	46052	46772	47492	48211	48929
16	44924	45642	46361	46856	47575	48294	49013	49734
17	45911	46630	47350	47845	48564	49283	50002	50721
18	47024	47743	48463	48957	49730	50533	51337	52141
19	48135	48855	49575	50070	50817	51682	52423	53226
20	49249	50052	50771	51266	52050	52916	53656	54459
21	50392	51257	51986	52481	53344	54211	54929	55702
22	51535	52400	53265	53760	54625	55490	56207	56981
23	52647	53512	54377	54871	55737	56601	57320	58094
24	53760	54625	55490	55983	56850	57713	58580	59432
25	54871	55737	56601	57096	57973	58838	59738	60548
26	55983	56850	57713	58208	59108	59973	60873	61658
27	57343	58208	59113	59607	60490	61355	62220	62992
28	58702	59567	60494	60989	61854	62719	63585	64356



**SALARY SCHEDULE  
2007/2008**

Step	A-1 BS	A-2 BS+15	A-3 BS+30	B MA	B-1 MA+15 BS+45	B-2 MA+30 BS+60	B-3 MA+45 BS+75	B-4 MA+60 BS+90
1	33464	33718	34386	34846	35514	36183	36852	37520
2	34627	34930	35621	36097	36788	37480	38173	38864
3	35648	35878	36590	37080	37792	38505	39217	39929
4	36376	36777	37502	38002	38728	39455	40181	40907
5	37772	37850	38604	39124	39879	40635	41391	42145
6	37891	38646	39401	39920	40675	41431	42187	42942
7	38017	39490	40245	40765	41519	42274	43030	43785
8	39578	40334	41088	41607	42363	43117	43873	44628
9	40421	41176	41932	42450	43206	43962	44717	45471
10	41266	42020	42775	43295	44049	44804	45560	46316
11	42108	42864	43618	44137	44893	45649	46403	47159
12	42951	43707	44463	44981	45736	46492	47247	48001
13	43795	44550	45305	45825	46579	47336	48091	48846
14	44639	45393	46149	46669	47424	48179	48933	49689
15	45482	46237	46993	47511	48267	49022	49778	50532
16	46325	47080	47837	48355	49110	49866	50621	51376
17	47170	47925	48679	49199	49954	50708	51463	52220
18	48207	48962	49718	50237	50992	51747	52503	53257
19	49375	50130	50886	51405	52217	53060	53903	54748
20	50542	51298	52054	52573	53358	54266	55044	55888
21	51711	52555	53309	53829	54652	55562	56339	57182
22	52911	53820	54585	55105	56012	56921	57676	58487
23	54111	55020	55928	56447	57356	58264	59018	59830
24	55279	56188	57096	57614	58524	59431	60186	60998
25	56447	57356	58264	58783	59692	60599	61509	62404
26	57614	58524	59431	59951	60872	61780	62725	63575
27	58783	59692	60599	61119	62064	62972	63917	64741
28	60210	61119	62068	62587	63514	64422	65331	66142

**SALARY SCHEDULE  
2008/2009**

<b>Step</b>	<b>A-1 BS</b>	<b>A-2 BS+15</b>	<b>A-3 BS+30</b>	<b>B MA</b>	<b>B-1 MA+15 BS+45</b>	<b>B-2 MA+30 BS+60</b>	<b>B-3 MA+45 BS+75</b>	<b>B-4 MA+60 BS+90</b>
1	34046	34324	35004	35472	36151	36832	37512	38192
2	35138	35404	36106	36589	37290	37992	38695	39396
3	36359	36677	37402	37902	38628	39354	40081	40807
4	37431	37672	38419	38934	39681	40430	41178	41926
5	38195	38616	39378	39902	40664	41427	42191	42953
6	39660	39742	40535	41080	41873	42667	43460	44253
7	39786	40578	41371	41916	42709	43502	44296	45089
8	39918	41465	42257	42803	43595	44388	45182	45974
9	41557	42350	43143	43687	44481	45273	46067	46860
10	42442	43235	44028	44573	45366	46160	46953	47745
11	43329	44121	44914	45459	46252	47044	47838	48632
12	44213	45007	45799	46344	47137	47931	48724	49517
13	45099	45892	46686	47230	48023	48817	49609	50401
14	45985	46778	47570	48116	48908	49703	50496	51288
15	46871	47663	48457	49003	49795	50587	51380	52174
16	47756	48549	49342	49887	50680	51473	52267	53059
17	48642	49434	50229	50772	51566	52360	53152	53945
18	49528	50321	51113	51659	52451	53244	54036	54831
19	50617	51410	52203	52749	53542	54334	55128	55920
20	51844	52636	53430	53976	54828	55713	56599	57485
21	53069	53863	54656	55202	56026	56979	57797	58682
22	54297	55182	55975	56520	57385	58340	59156	60041
23	55557	56510	57314	57860	58812	59767	60560	61412
24	56817	57770	58724	59270	60224	61177	61968	62822
25	58043	58997	59951	60495	61450	62402	63195	64048
26	59270	60224	61177	61722	62677	63629	64584	65524
27	60495	61450	62402	62948	63915	64869	65861	66754
28	61722	62677	63629	64175	65167	66121	67113	67978

**SALARY SCHEDULE  
2009/2010**

<b>Step</b>	<b>A-1 BS</b>	<b>A-2 BS+15</b>	<b>A-3 BS+30</b>	<b>B MA</b>	<b>B-1 MA+15 BS+45</b>	<b>B-2 MA+30 BS+60</b>	<b>B-3 MA+45 BS+75</b>	<b>B-4 MA+60 BS+90</b>
1	34592	34864	35555	36030	36721	37412	38104	38794
2	35748	36040	36754	37245	37959	38673	39388	40102
3	36895	37174	37911	38418	39154	39892	40630	41366
4	38176	38511	39272	39797	40559	41322	42085	42847
5	39302	39556	40340	40881	41665	42451	43237	44022
6	40105	40546	41346	41897	42697	43499	44300	45100
7	41643	41729	42561	43134	43966	44800	45633	46465
8	41775	42607	43439	44012	44844	45678	46511	47343
9	41914	43538	44370	44943	45775	46607	47441	48273
10	43634	44468	45300	45872	46705	47537	48370	49203
11	44564	45396	46230	46801	47635	48468	49300	50132
12	45495	46327	47159	47732	48564	49397	50230	51063
13	46424	47257	48089	48661	49494	50328	51160	51993
14	47353	48187	49020	49592	50424	51257	52089	52922
15	48284	49117	49949	50522	51354	52188	53020	53853
16	49214	50046	50880	51453	52285	53117	53949	54782
17	50144	50976	51809	52381	53215	54047	54880	55712
18	51074	51906	52741	53311	54144	54978	55810	56642
19	52005	52837	53669	54242	55074	55906	56738	57573
20	53148	53980	54814	55387	56219	57051	57884	58716
21	54436	55268	56101	56674	57569	58499	59428	60360
22	55722	56556	57389	57962	58827	59828	60686	61616
23	57012	57941	58773	59346	60254	61257	62114	63043
24	58335	59336	60180	60753	61753	62756	63588	64482
25	59658	60659	61660	62233	63235	64236	65067	65963
26	60945	61947	62948	63520	64523	65523	66355	67251
27	62233	63235	64236	64808	65810	66810	67813	68800
28	63520	64523	65523	66096	67111	68113	69154	70092

# **SALARY SCHEDULE** **2010/2011**

<b>Step</b>	<b>A-1 BS</b>	<b>A-2 BS+15</b>	<b>A-3 BS+30</b>	<b>B MA</b>	<b>B-1 MA+15 BS+45</b>	<b>B-2 MA+30 BS+60</b>	<b>B-3 MA+45 BS+75</b>	<b>B-4 MA+60 BS+90</b>
1	35170	35452	36154	36638	37340	38043	38746	39448
2	36321	36607	37332	37832	38557	39283	40009	40734
3	37536	37842	38592	39108	39857	40607	41357	42107
4	38739	39033	39806	40339	41112	41887	42661	43435
5	40085	40436	41236	41787	42587	43388	44189	44990
6	41267	41533	42357	42925	43749	44574	45399	46223
7	42110	42574	43414	43992	44832	45674	46515	47355
8	43726	43816	44690	45291	46165	47040	47915	48789
9	43864	44737	45611	46213	47086	47961	48836	49710
10	44010	45715	46589	47190	48064	48938	49813	50686
11	45816	46691	47565	48165	49040	49914	50789	51663
12	46792	47666	48541	49141	50016	50891	51765	52639
13	47770	48644	49517	50119	50993	51866	52741	53616
14	48745	49620	50494	51094	51969	52844	53718	54593
15	49721	50596	51471	52071	52945	53820	54694	55568
16	50699	51572	52446	53048	53921	54798	55672	56545
17	51675	52549	53424	54025	54899	55773	56646	57521
18	52651	53525	54400	55000	55875	56749	57624	58498
19	53627	54501	55378	55976	56851	57727	58600	59474
20	54605	55479	56352	56954	57828	58701	59575	60452
21	55806	56679	57554	58156	59030	59903	60778	61652
22	57158	58031	58906	59508	60447	61424	62400	63377
23	58509	59384	60259	60860	61768	62820	63721	64697
24	59862	60838	61712	62314	63267	64320	65219	66195
25	61251	62303	63189	63790	64840	65893	66767	67706
26	62641	63692	64743	65345	66396	67448	68320	69261
27	63993	65044	66096	66696	67749	68799	69672	70613
28	65345	66396	67448	68048	69101	70151	71204	72240

## **ARTICLE XXVI - NEGOTIATIONS**

- A. No later than May 1 of the last year of the Agreement, the party wishing to reopen negotiations for a successor agreement governing the following school year will submit their request for negotiations. Negotiations will then begin at a mutually agreeable date. The party opening negotiations will present their proposals at the first negotiations session and the other party will present their proposals no later than the second session.
- B. If the Board and the Association are unable to agree upon such a successor agreement, or upon requested changes, alterations and amendments of this instrument on or before the 1<sup>st</sup> day of May of such year, then either party may request the State Public Employment Relations Board to assist the parties in effecting such an agreement through the utilization of mediation and fact finding pursuant to the provisions of Section 209 of the Civil Service Law of the State of New York.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Either party may select its representatives from within or without the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary powers and authority to make proposals, consider proposals and reach compromises and agreements in the course of negotiations.

## **ARTICLE XXVII - COMMUNICATIONS**

In an effort to improve communications between all members of the Board of Education and all teachers at the Heuvelton Central School, there will be meetings held as follows to discuss items of mutual concern. These meetings will be informal, without the presence of administrative personnel unless invited by the Board of Education or the Teachers' Association.

- A. During each school semester a meeting between all elementary teachers and the Board of Education.
- B. During each school semester a meeting between all secondary teachers and the Board of Education.

## **ARTICLE XXVIII - DISTANCE LEARNING**

The following principles will be strictly complied with as long as the Distance Learning Program is offered or until changed by mutual agreement:

- A. The parties acknowledge and confirm that participation in the Program is to provide students with educational opportunities that would otherwise be unavailable under the District's standard course offerings.
- B. Participation in the Program by Association members will be strictly voluntary.
- C. Any Association member who volunteers to teach in the program will be offered an additional preparation period if:
  - 1. the Association member is teaching a course in the program for the first time; or,
  - 2. the Association member is teaching a course in the Program that she/he has not previously taught in a regular classroom setting.

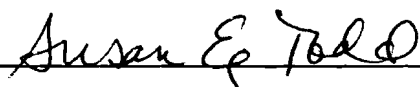
Refusal by the Association member to accept the additional preparation period shall not constitute a violation of the Agreement.

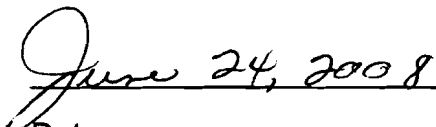
- D. Courses offered by the program shall not replace courses currently being taught by the District. Extenuating circumstances may allow courses offered by the Program and courses taught by the District to be the same. Allowable extenuating circumstances will be determined on a course-by-course basis, by a Committee comprised of Administration, Guidance, and the President of the Association or designee. The decision of the Committee shall be final.

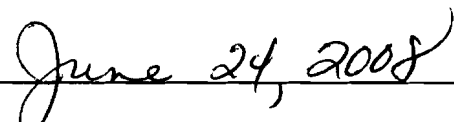
## ARTICLE XXIX - DURATION

The period of this Agreement shall extend from July 1, 2004, through June 30, 2011, except that: Salary increases will be applied retroactively to July 1, 2004, in accordance with Article XXV, for all unit members, whether retired, excessed or resigned. Extra-Curricular increases will be effective July 1, 2008. All other provisions of this Agreement will be effective upon ratification by both parties.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**between**  
**HEUVELTON TEACHERS' ASSOCIATION**  
**and**  
**HEUVELTON CENTRAL SCHOOL DISTRICT**  
**regarding**  
**SERVICE INCENTIVE 403(b) NON-ELECTIVE EMPLOYER CONTRIBUTION**

The Service Incentive Non-Elective Employer contribution is available to any current full-time Heuvelton Central School District employee who is covered by the current negotiated agreement between the Heuvelton Teachers' Association and the Heuvelton Central School Board of Education and who has at least 15 years of credited service with the District at the time their irrevocable letter of resignation, for purposes of retirement, becomes effective.

The 403(b) non-elective contribution is eight thousand dollars (\$8,000).

The resignation must become effective at the end of one of the following school years: 2007/2008; 2008/2009; 2009/2010; or, 2010/2011. *(This MOA becomes null and void effective June 30, 2011.)*

Any employee who elects to receive the Service Incentive Employer Contribution must have his or her resignation approved by the Board of Education prior to the February 1<sup>st</sup> immediately preceding the date of retirement. *(For retirements effective at the end of the 2007/2008 year only, the deadline will be June 16, 2008.)*

Any employee who meets the above criteria, shall receive, as a deposit to their 403(b) account, said Service Incentive in the month of the July following effective date of retirement.

The Service Incentive 403(b) Non-Elective Contribution shall be contributed in accordance with, and subject to the following conditions:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.



In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution

3. **403(b) Accounts** Employer contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life Insurance and Annuity Company, in the name of the employee. If ING is no longer accepting employer non-elective contributions per this agreement, the Employer and the Association shall agree upon an alternative 403(b) provider to receive such contributions.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.